

A. G. Contract No. KR94 0058TRN
ECS File: JPA 94-03
Project: G1050 39C
Section: Solomon Bridge at
Gila River ESP

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GRAHAM COUNTY, ARIZONA

THIS AGREEMENT is entered into 2 February, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
GRAHAM COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 41-1513 and 28-1895 et seq to enter into this agreement
and has by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and
has authorized the undersigned to execute this agreement on
behalf of the County.

3. The County has requested Economic Strength Project
(ESP) funds in the amount of \$150,000.00; the Arizona
Department of Commerce and the Economic Development Commission
have recommended the approval of such funds for the County, and
the Transportation Board has approved the funding, for the
construction of Solomon Bridge over the Gila River and
approaches to provide improved access to local businesses, and
aid in the retention and development of local business,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18387</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/02/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky V. Greenwald</u>

II. SCOPE

1. The County will:

a. Insure the additional commitment of ninety and six tenths percent (90.6%) of the total estimated Project cost, or \$1,457,700.00, whichever is more, from the County or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the County and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Commerce, ATIN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004), in the amount of \$150,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATIN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the County ESP funds in the amount of \$150,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed nine and four tenths percent (9.4%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

Graham County
County Manager
800 Main Street
Safford, AZ 85546

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRAHAM COUNTY

STATE OF ARIZONA

Department of Transportation

By *Delbert Householder*
DELBERT HOUSEHOLDER, Chairman
Board of Supervisors

By *Harry A. Reed*
HARRY A. REED, Director
Transportation Planning
Division

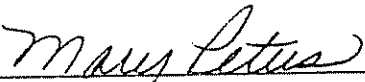
ATTEST:

By *Barbara Felix*
BARBARA FELIX
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 5th day of January 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Graham County for the purpose of defining responsibilities for the construction of Solomon Bridge over the Gila River (ESP).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for LARRY S. BONINE
Director

RESOLUTION
1994-06

A RESOLUTION OF THE GRAHAM COUNTY BOARD OF SUPERVISORS RELATED TO
THE SOLOMON BRIDGE REPLACEMENT PROJECT

WHEREAS, the Board of Supervisors desire to construct a new bridge and approaches over the Gila River near Solomon in Graham County and,

WHEREAS, the construction of the Solomon Bridge and its approaches over the Gila River will contribute to improved access to local businesses, and aid in the retention and development of local businesses.


NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors through adoption of this resolution approved Agreement Improvement No. JPA 94-03 between Graham County and the Arizona Department of Transportation and authorizes the chairman to sign necessary agreements.

PASSED AND ADOPTED this 18th day of January, 1994.

GRAHAM COUNTY BOARD OF SUPERVISORS


Delbert Householder, Chairman


Haynes Moore, Member


Terry J. Bingham, Member


ATTEST:


Barbara Felix, Board Clerk

APPROVAL OF THE GRAHAM COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and GRAHAM COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18th day of January, 1994.



Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0058-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of January, 1994.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsc
8365G

EXCERPTS OF MINUTES OF A MEETING OF THE
BOARD OF SUPERVISORS OF GRAHAM COUNTY,
ARIZONA, HELD ON JANUARY 18, 1994

The Graham County Board of Supervisors met in regular session this 18th day of January, 1994, at 8:00 a.m., with the following present:

Delbert Householder, Chairman
Haynes Moore, Member
Terry J. Bingham, Member

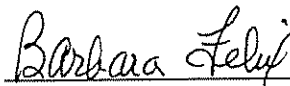
also Joe Carter, Manager
Barbara Felix, Clerk
Robin Norris, Secretary

".....Mrs. Norris requested approval of an Intergovernmental Agreement with the Arizona Department of Transportation for Economic Strength funds for the construction of the Solomon Bridge over the Gila River and the bridge approaches. Upon motion of Supervisor Bingham, seconded by Supervisor Moore, the Board unanimously adopted Resolution 1994-06 approving Agreement No. JPA 94-03 and authorized the Chairman to sign necessary documents....."

STATE OF ARIZONA) ss.
COUNTY OF GRAHAM)

I, BARBARA FELIX, Clerk of the Board of Supervisors of Graham County, Arizona, DO HEREBY CERTIFY that this is a true, accurate and complete "Excerpt of Minutes" from those actions of the Board of Supervisors, as it relates to the above named JPA 94-03 Agreement with the Department of Transportation for construction of the Solomon Bridge.

Witness my hand this 19th day of January, 1994.



Barbara Felix, Clerk of the Board of
Supervisors of Graham County, Arizona



GRAHAM COUNTY BOARD OF SUPERVISORS

GRAHAM COUNTY COURTHOUSE - 800 MAIN STREET - PHONE 428-3250
SAFFORD, ARIZONA 85546

SUPERVISORS

DELBERT HOUSEHOLDER, CHAIRMAN
TERRY J. BINGHAM, MEMBER
HAYNES MOORE, MEMBER

JOE CARTER, COUNTY MANAGER
BARBARA FELIX, CLERK

January 20, 1994

Mr. E. Jack Hammitt, CPM
Joint Project Administration
Arizona Department of Transportation
Highways Division
206 South Seventeenth Ave., Mail Drop 616E
Phoenix, AZ 85007-3213

RE: AGREEMENT NO. JPA 94-03
ECONOMIC STRENGTH PROJECT

Dear Mr. Hammitt:

Enclosed are three signed duplicate originals of the agreement for the Solomon Bridge Project - JPA 94-03. Also enclosed are three signed duplicate originals of the resolution authorizing Graham County to enter into this agreement and an excerpt of the minutes for the meeting of January 18, 1994.

If you have any questions or comments please contact me at 428-0410.

Sincerely,

Robin Norris
Grants Coordinator
Graham County

cc: ESP-SBP

enclosures